



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT1794MV03X 6

EFFECTIVE BEGIN DATE: 05-01-2006
EXPIRATION DATE: 04-30-2007
PAGE: 1 of 7

BUYER : SHARON DOWNEY
Sharon.Downey@iowa.gov
515-281-5982

FOB

PAYMENT TERMS (%): DAYS:

VENDOR:

Amercare Products Inc
PO Box 25326

Seattle, WA 98125
USA

VENDOR CONTACT:

WENDY HEMMING
PHONE: 425-489-9575
EMAIL:
VENDOR #: 91155282000

EXT:

DESCRIPTION OF ITEMS CONTRACTED

PERSONAL CARE PRODUCTS

Contract To Provide Personal Care Products, Hair And Skin Pursuant To The Specifications, Terms And Conditions Of Sealed Bid No. 90200s051 Dated March 29, 2002 On File With The Department Of General Services, Operations Division/Purchasing Hoover Building, Level A, Des Moines, Iowa 50319-0105. Payment: Any Prompt Payment Discount 1% When Using (I.E.) Visa Or Master Card. Which Pays Within 3 Days. Discount Offered 3% On Orders Totaling \$50.00 To \$1000.00 On Miscellaneous Items Not Listed. Discount Offered 4% On Orders Totaling \$1000.00 To \$2500.00 On Miscellaneous Items Not Listed. Discount Offered 5% On Orders Totaling \$2500.00 To \$5000.00 On Miscellaneous Items Not Listed. Discount Offered 8% On Orders Totaling \$5000.00 And Above On Miscellaneous Items Not Listed.

CONTACT: WENDY HEMMING
PHONE 800-556-6322
FAX 800-525-4042

NET 30
FIRM 365 DAYS
SHIPPING

RENEWAL PERIODS

FROM 05-01-2005 TO 04-30-2006
FROM 05-01-2006 TO 04-30-2007

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL
SUB Political Sub-divisions

TOTAL \$0.00

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	DZ	65284 Toothbrushes and Holders child brush 3 Row Multi-Tuft, 22 Tufts Individually Wrapped In Cellophane Or Boxes. Opaque Plastic Handles In Assorted Colors. Brand: Freshstart Child Assorted Colors Tufts: 24 @ \$.12 Each Case Size: 144/Box	\$1.440000 \$0.000000
2	0.00000	DZ	65284 Toothbrushes and Holders adult brush 3 Row Multi-Tuft, 30 Tufts Individually Wrapped In Cellophane Or Boxes. Opaque Plastic Handles In Assorted Colors. Brand: Freshstart Adult Assorted Colors Tufts: 41 @ \$.14 Each Case Size 144.Box	\$1.680000 \$0.000000
3	0.00000	CASE	65254 Mouthwash 12 Bottles Per Cs. Brand: Launder #4230-3 Bottles Per Case: 12 @ \$.665 Each Oz: 6	\$7.980000 \$0.000000
4	0.00000	CASE	65284 Toothbrushes and Holders dental floss 12 Pkgs Per Case. Brand: Amercare - De-100 Pkgs Per Case: 12 @ \$1.56 Each Yards: 100	\$18.720000 \$0.000000
5	0.00000	CASE	6528557 POLISH, TOOTH/DENTURE denture Brand: Efferdent 90 #63639 Tablets Per Case: 90 Tablets Per Box: 6 @ \$3.0375 Ea	\$31.350000 \$0.000000
6	0.00000	CASE	6528557 POLISH, TOOTH/DENTURE denture Effergrip, 12 Tubes Per Case. Brand: Effergrip #63965 Tubes Per Case: 12 @ \$3.0375 Ea Oz: 2.5	\$36.450000 \$0.000000
7	0.00000	CASE	6528555 TOOTHPASTE (BRAND LISTED OR EQUAL) Aim Flavor Mint Gel 24 Tubes Per Case. Brand: Amerfresh-Gel Mint Flavor Tubes Per Case: 24 @ \$.45 Each Oz: 3	\$10.800000 \$0.000000
8	0.00000	CASE	6528555 TOOTHPASTE (BRAND LISTED OR EQUAL) Aim Flavor Mint Gel 24 Tubes Per Case. Brand: Amerfresh-Gel Tubes Per Case: 24 @ .82 Each Oz: 6.4	\$19.680000 \$0.000000
9	0.00000	CASE	6528555 TOOTHPASTE (BRAND LISTED OR EQUAL) Aim Flavor Regular 24 Tubes Per Case. Brand: Amerfresh Fluoride-Regular Tubes Per Case: 24 @ \$.78 Each Oz: 7	\$18.720000 \$0.000000
10	0.00000	CASE	65237 Deodorants, Body Dawn Mist, Uni-Sex, Regular Scent, Plastic Push-Up Applicator. 24 Per Case. Brand: Freshstart-Uni-Sex Push Up Applicators Per Case: 24 Oz: 2 @ \$.52 Each	\$12.480000 \$0.000000
11	0.00000	CASE	65237 Deodorants, Body Dawn Mist, Uni-Sex, Un-Scented 96 Per Case. Brand: Freshstart No. Per Case: 96 @ \$.30 Each Oz:1.5	\$28.800000 \$0.000000
12	0.00000	CASE	65227 Combs and Brushes, Hair American, Course/Fine Rounded Teeth. Plain (No Clips) Black Color. 144 Per Case. Brand: Amercare Case Size: 144 @ \$.02 Each Size: 5 Inch.	\$2.880000 \$0.000000



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13	0.00000	CASE	65227 Combs and Brushes, Hair American, Course/Fine Rounded Teeth, Plain (No Clips) Assorted Colors. 144 Per Case. Brand: Amercare 2810 Case Size: 144 @ \$.10 Each Size 7 7/8 Inch	\$14.400000 \$0.000000
14	0.00000	CASE	65227 Combs and Brushes, Hair Unbreakable Solid Nylon (Non-Vested) 5-6 Row Rounded End Nylon Bristles, Assorted Colors. 12 Per Case. Brand: Amercare Hb-1 Case Size: 12 @ \$.38 Each	\$4.560000 \$0.000000
15	0.00000	CASE	65216 Bath Powder, Oils, and Soaps (Including Talc) Dove, 48 Bars Per Case. Brand: Dove Skin Care Soap Case Size: 48 @ \$.957 Each Oz._3.5	\$45.970000 \$0.000000
16	0.00000	CASE	65216 Bath Powder, Oils, and Soaps (Including Talc) Dove, Moisturizing Bar Soap. Individually Wrapped. 72 Bars Per Case. 4.75 Oz Bars. Brand: Dial Tone Skin Care Soap Case Case: 48 @ \$.72 Each Oz 4.5	\$34.560000 \$0.000000
17	0.00000	CASE	65216 Bath Powder, Oils, and Soaps (Including Talc) Dove, Moisturizing Bar Soap. Individually Wrapped. 72 Bars Per Case. 3.5 Oz Bars. Brand: Dial Tone Skin Are Bath Soap Case Size: 48 @ \$.58 Each Oz 3.5	\$28.000000 \$0.000000
18	0.00000	CASE	65216 Bath Powder, Oils, and Soaps (Including Talc) Dial 2401 Individually Wrapped. 72 Bars Per Case. 5 Oz Bars. Brand: Dial #2401 = 920 Case Size: 72 @ \$.62 Each Anti-Bacterial Oz 4.5	\$44.640000 \$0.000000
19	0.00000	CASE	65216 Bath Powder, Oils, and Soaps (Including Talc) Unwrapped Bars, Anti-Bacterial/Deodorizing, 200 Per Case. Brand: Dial #84100 Case Size: 200 @ .121 Each Oz 3	\$24.200000 \$0.000000
20	0.00000	CASE	65264 Razors and Blades, Electric Bic, Loose Packed. 1000 Per Case. Brand: Amercare Raz-1 Case Size: 1000 @ \$.048 Each	\$48.000000 \$0.000000
21	0.00000	CASE	65264 Razors and Blades, Electric (Twin) Razors Packed Per Bag 100, Razors Per Case 600. Brand: Amercare Raz-2 Case Size 600 @ \$.054 Each	\$32.400000 \$0.000000
22	0.00000	CASE	65275 Shaving Supplies: Soaps, Brushes, Creams, Lathers, Lotions, Palmolive, 24 Tubes Per Case. Brand: Freshstart Tubes Per Case 24 Oz 5 @ \$.78 Each	\$18.720000 \$0.000000
23	0.00000	CASE	65275 Shaving Supplies: Soaps, Brushes, Creams, Lathers, Lotions, Colgate, 12 Cans Per Case. Brand: Amercare-Rise 011 Cans Per Case 12 Oz 11 @ \$ 1.1816 Each	\$14.180000 \$0.000000
24	0.00000	CASE	65250 Manicuring Equipment and Supplies: Nail Files, Nail Clippers Nail Clippers With Out File Product. 36 Per Case. Brand: Amercare In-1 Case Size 36 @ \$.245 Each	\$8.820000 \$0.000000
25	0.00000	CASE	65284 Toothbrushes and Holders Short Spoon Shaped Brush With Non-Slip Grip. Pack 720 To A Case. Individually Wrapped. Brand: Amercare Tb-Security Case Size 720 @ \$.15 Each	\$108.000000 \$0.000000



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26	0.00000	CASE	65284 Toothbrushes and Holders No-Shank Toothbrush, One-Size Fits All Fingertip Toothbrush. One Piece Design, Molded From Fda Approved Polymer. Packaged In Sealed Bag, 1000 Unit Per Box. Securitas #Nstb-1002 Brand: Securitas Units Per Box: 1000 @ \$.50 Each 6700248	\$500.000000 \$0.000000
27	0.00000	CASE	6700248 MIRRORS, BATHROOM, STAINLESS STEEL Securitas #2002 9" X 10" Cell Or Wall Mirror, Peel And Stick Back. Close Focus Mirrors, Makes It Difficult To See Up Or Down A Tier. Can Be Crushed In Your Hand. Brand: Security 2012 100/Case @ \$1.78 Ea 6700248	\$178.000000 \$0.000000
28	0.00000	CASE	6700248 MIRRORS, BATHROOM, STAINLESS STEEL Securitas #2004 3" X 5" Personal Size Mirror, Plain Back. Close Focus Mirrors, Makes It Difficult To See Up Or Down A Tier. Can Be Crushed In Your Hand. Brand: Securitas 1040 100/Cs @ \$.45 Ea 6700248	\$45.000000 \$0.000000
29	0.00000	CASE	6700248 MIRRORS, BATHROOM, STAINLESS STEEL Securitas #2008 5 1/2" X 6" Magnetic Mirror, Magnetic Back Close Focus Mirrors, Makes It Difficult To See Up Or Down A Tier. Can Be Crushed In Your Hand. Brand: Securitas 25/Cs @ \$1.68 Ea 6700248	\$42.000000 \$0.000000
30	0.00000	CASE	6700248 MIRRORS, BATHROOM, STAINLESS STEEL Securitas #2015 4 1/2" X 6" Personal Mirror, Peel And Stick Back. Close Focus Mirrors, Makes It Difficult To See Up Or Down A Tier. Can Be Crushed In Your Hand. Brand: Securitas 100/Cs @ \$.88 Ea 65237	\$88.000000 \$0.000000
31	0.00000	CASE	65237 Deodorants, Body Securitas Clearvue #Afd-1001 Pump Or Afd-1002 Gel Deodorant, 40-4 Oz. Bottle Per Case. All Products Are Clear, Alcohol-Free And Biodegradable W/Upc. Brand: S-Fresh-Clear-Pump Spray Bottles Per Case: 40 Oz 4 @ \$.68 Ea 65275	\$27.200000 \$0.000000
32	0.00000	CASE	65275 Shaving Supplies: Soaps, Brushes, Creams, Lathers, Lotions, Securitas Clearvue #Fsg-1001 Foaming Shave Gel, 48-4 Oz Bottles/Case All Products Are Clear, Alcohol-Free And Biodegradable W/Upc. Brand: Freshstart-All Clear Bottles Per Case 48 Alcohol Free Oz 4 @ \$.38 Ea 65242	\$18.240000 \$0.000000
33	0.00000	CASE	65242 Hair Cleaning and Conditioning Supplies: Colors, Creams, Dre Securitas Clearvue #Ps-1001 Premium Shampoo, 48-4 Oz Bottles Case. All Products Are Clear, Alcohol-Free And Biodegradable W/Upc. Brand: Freshstart - All Clear Bottles Per Case 48 Oz @ \$.34 Ea 6528555	\$16.320000 \$0.000000
34	0.00000	CASE	6528555 TOOTHPASTE (BRAND LISTED OR EQUAL) Securitas Clearvue #Tg-1001 Dawnmist Clear Tooth Gel. 0.6 Oz Tube, 144/Case All Products Are Clear, Alcohol-Free And Biodegradable W/Upc. Brand: Amer-Fresh-Clear Gel Case Size 144 Oz 0.6 @ \$.105 Ea 6528555	\$15.120000 \$0.000000
35	0.00000	CASE	6528555 TOOTHPASTE (BRAND LISTED OR EQUAL) Securitas Clearvue #Tg-1002 Mint Tooth Gel. 2.5 Oz. 144-Case. Re-Sealable Pkg. All Products Are Clear, Alcohol-Free And Biodegradable W/Upc. Brand: Amer-Fresh Case Size 144 Oz 3 @ \$.34 Ea 6528555	\$48.960000 \$0.000000
36	0.00000	CASE	6528555 TOOTHPASTE (BRAND LISTED OR EQUAL) Securitas Clearvue #Tg-1003 Dawnmist Clear Tooth Gel. 1.5 Oz	\$31.680000 \$0.000000



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37	0.00000	CASE	Tube, 144.Case. All Products Are Clear, Alcohol-Free And Biodegradable W/Upc. Brand: Amer-Fresh Case Size 144 Oz 1.5 @ \$.22 Each 6526562	\$120.000000 \$0.000000
38	0.00000	CASE	RAZORS, SAFETY 500 To Case. Brand: Americare-Security Razor Case Size 500 @ .24 Each 65257	\$48.250000 \$0.000000
39	0.00000	CASE	Personal Hygiene Kits for Men and Women (Incl. Toothpaste, Case Pack 50 Kits. Lock Up Or Jail Kits Consists Of: Comp - 6 1/2" With Handle #2655 Soap- .75 Oz Wrapped #5314 Toothbrush- Adult 30 Tuft Tb-Am Toothpaste- Flouride .85 Oz. Tr086 Clear Stick Deodorant- .5 Oz Std Clear Single Edge Safety Razor Shampoo And Conditioner 4 Oz. Clear All See Through, Clear. Brand: Americare-Ak-7 @ \$.965 Each 65242	\$24.480000 \$0.000000
40	0.00000	CASE	Hair Cleaning and Conditioning Supplies: Colors, Creams, Dre Balsam & Protein Shampoo 4 Oz. 72 Per Case. Brand: Freshstart Case Size 72 Oz 4 @ \$.34 Each 65242	\$24.480000 \$0.000000
41	0.00000	CASE	Hair Cleaning and Conditioning Supplies: Colors, Creams, Dre Balsam & Protein Conditioner 4 Oz. 72 Per Case. Brand: Freshstart Case Size 72 Oz 4 @ \$.34 Ea 65242	\$34.560000 \$0.000000
42	0.00000		Hair Cleaning and Conditioning Supplies: Colors, Creams, Dre Dandruff Shampoo, 4 Oz. 72 Per Case. Brand: Americare/Lander Case Size 72 Oz 4 @ \$.48 Ea 94829575052	\$0.000000 \$0.000000
43	0.00000		MISCELLANEOUS SERVICES (NOT OTHERWISE SPECIFIED) DISCOUNT, CREDIT AND RETURNS 9155878	\$0.000000 \$0.000000
44	0.00000		MAIL PICKUP AND DELIVERY SERVICES FROM AND TO A UNITED STATE SHIPPING AND HANDLING ALL ORDERS LESS THAN \$100 WILL PAY A SHIPPING FEE 652	\$0.000000 \$0.000000
			PERSONAL HYGIENE AND GROOMING EQUIPMENT AND SUPPLIES You must have product code and price before using this line.	



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

N30

NET 30 DAYS